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15 *Counterclaimant XPO Logistics Cartage,*
16 *LLC and Defendants XPO Cartage, Inc.,*
17 *XPO Logistics, Inc., XPO Logistics,*
18 *LLC, XPO Intermodal Solutions, Inc.,*
19 *and XPO Intermodal Services, LLC*

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21 **UNITED STATES DISTRICT COURT**
22 **CENTRAL DISTRICT OF CALIFORNIA**

23 ANGEL OMAR ALVAREZ, an
24 individual; ALBERTO RIVERA, an
25 individual; and FERNANDO
26 RAMIREZ, an individual; JUAN
27 ROMERO, an individual; and JOSE
28 PAZ, an individual; on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

XPO LOGISTICS CARTAGE, LLC
dba XPO LOGISTICS, a Delaware
Limited Liability Company; XPO

Case No. 2:18-cv-03736-RGK-E

**JOINT STIPULATION
REGARDING CLASS ACTION
SETTLEMENT**

Dept: 850
Judge: Hon. R. Gary Klausner

Related to Case No:
2:18-cv-08220-RGK-E

1 CARTAGE, INC. dba XPO
2 LOGISTICS, a Delaware
3 corporation; XPO LOGISTICS, INC.
4 dba XPO LOGISTICS, a Delaware
5 corporation; XPO LOGISTICS, LLC
6 dba XPO LOGISTICS, a Delaware
7 limited liability company; XPO
8 INTERMODAL SOLUTIONS, INC.
9 dba XPO LOGISTICS, an Ohio
10 corporation; XPO INTERMODAL
11 SERVICES, LLC dba XPO
12 LOGISTICS, a Delaware limited
13 liability company; JEFFREY
14 TRAUNER, an individual; and
15 DOES 1 through 10, inclusive,

16 Defendants.

17 XPO LOGISTICS CARTAGE, LLC
18 dba XPO LOGISTICS, a Delaware
19 Limited Liability Company,

20 Counterclaimant,

21 v.

22 ANGEL OMAR ALVAREZ, an
23 individual; ALBERTO RIVERA, an
24 individual; and FERNANDO
25 RAMIREZ, an individual; JUAN
26 ROMERO, an individual; and JOSE
27 PAZ, an individual; on behalf of
28 themselves and all others similarly
situated,

Counterclaim-
Defendants.

1 *Continued from first page*

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11 *Attorneys for Plaintiffs and Counterclaim-Defendants*
12 *Angel Omar Alvarez, Alberto Rivera, Fernando*
13 *Ramirez, Juan Romero, and Jose Paz*

1 Defendants XPO Logistics Cartage, LLC, XPO Cartage, Inc., XPO Logistics,
2 Inc., XPO Logistics, LLC, XPO Intermodal Solutions, Inc., and XPO Intermodal
3 Services, LLC (collectively “XPO”); and Plaintiffs Angel Omar Alvarez, Alberto
4 Rivera, Fernando Ramirez, Juan Romero, and Jose Paz (collectively, the “*Alvarez*
5 Plaintiffs,” and together with XPO, the “Parties”) hereby stipulate:

6 WHEREAS, the *Alvarez* Plaintiffs and XPO reached a tentative settlement of
7 the above-captioned case on August 9, 2021, following an all-day mediation, and
8 documented their tentative settlement in a Memorandum of Understanding the same
9 day;

10 WHEREAS, in the course of negotiating a full-length settlement agreement,
11 the Parties agreed that based on the initial class notice which already provided all
12 Class Members the opportunity to request exclusion and as a result of which nine
13 (9) drivers have chosen to opt-out in this action, the opt-out opportunity has been
14 satisfied, and under Ninth Circuit caselaw, as set forth in *Low v. Trump University,*
15 *LLC*, 881 F.3d 1111, 1121 (9th Cir. 2018), due process does not require that class
16 members must be offered another opt-out opportunity post-settlement, particularly
17 in light of the availability of a fairness hearing at which dissenters can object and
18 the right to review on appeal;

19 WHEREAS, the Notice of Settlement to the Class, which disclosed the terms
20 of the settlement and which the Court approved, does not provide another opt-out
21 opportunity;

22 WHEREAS, to offer class members another opt-out opportunity post-
23 settlement would, as the Ninth Circuit stated in *Low*, “impede the settlement
24 process so favored in the law”;

25 THEREFORE, the Parties agree that an opt-out opportunity post-settlement
26 is unnecessary and would undermine the settlement, which was granted preliminary
27 approval by this Court.

28

1 Dated: October 12, 2021

O'MELVENY & MYERS LLP

2 By: /s/ Scott Voelz

3 Scott Voelz

4 Attorneys for Defendant and
5 Counterclaimant XPO Logistics Cartage,
6 LLC and Defendants XPO Cartage, Inc.,
7 XPO Logistics, Inc., XPO Logistics,
8 LLC, XPO Intermodal Solutions, Inc.,
9 and XPO Intermodal Services, LLC

10
11 Dated: October 12, 2021

LAW OFFICES OF C. JOE SAYAS, JR.

12 By: /s/ C. Joe Sayas, Jr.

13 C. Joe Sayas, Jr.

14 Attorneys for Plaintiffs and
15 Counterclaim-Defendants Angel Omar
16 Alvarez, Alberto Rivera, Fernando
17 Ramirez, Juan Romero, and Jose Paz

Local Rule 5-4.3.4(a)(2) Attestation

I hereby attest that the other signatories listed, on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

Dated: October 12, 2021

O'MELVENY & MYERS LLP

By: /s/ Scott Voelz
Scott Voelz

Attorneys for Defendant and
Counterclaimant XPO Logistics Cartage,
LLC and Defendants XPO Cartage, Inc.,
XPO Logistics, Inc., XPO Logistics, LLC,
XPO Intermodal Solutions, Inc., and XPO
Intermodal Services, LLC